United States District Court
for the
Southern District of Florida

Catrain Business Management, S.L.R., Plaintiff,	)	
v.	)	Civil Action No. 24-23918-Civ-Scola
William Matthew Hawk and Jose Dalby Contreras Reyes, Defendants.	)	

Order on Plaintiff's Motion to Dismiss

The Plaintiff seeks to dismiss its complaint with prejudice pursuant to Fed. R. Civ. P. 41(a)(2), because the Defendants do not consent to the dismissal. (Pl.'s Mot., ECF No. 14.) While the Defendants do not object to dismissal of the Plaintiff's claim with prejudice, they believe their counterclaim for declaratory relief is still justiciable because "Defendants face ongoing legal uncertainty as to whether the Note is invalid, whether Defendants are indebted to Plaintiff, and whether Defendants are obligated to make any additional payments on the Note." (Defs.' Resp., ECF No. 16 at 3.)

However, in its reply, the Plaintiff represents that "it will not bring any future actions against Defendants as to the subject Promissory Note (and this agreement includes any past or future alleged defaults under the Promissory Note)." (Pl.'s Reply, ECF No. 17 at 1.) Given this representation, the Court finds that the issues in this case are "no longer live" and "the parties lack a legally cognizable interest in the outcome." *Already, LLC v. Nike, Inc.*, 568 U.S. 85, 91 (2013) (citations omitted).

Moreover, the Court will not keep this case open because the Defendants *may* amend their counterclaim to add fraud allegations. As the Plaintiff points out, the time to amend counterclaims has passed and the Defendants did not mention this possibility in the joint status report the parties filed last month. (Joint Status Report, ECF No. 13.) That is not to say that the Defendants may not bring such claims in the future; it is only to say that the Defendants cannot keep this case open because of its contention, first raised in its response to the Plaintiff's motion, that it may amend its counterclaim.

Therefore, the Court **grants** the Plaintiff's motion (**ECF No. 14**.) The Plaintiff's complaint is **dismissed with prejudice**. Given its representation to the Court, this dismissal with prejudice means that the Plaintiff may not bring any future actions against Defendants as to the subject Promissory Note, which

includes any past or future alleged defaults under the Promissory Note. However, given that the Defendants may seek to bring fraud claims against the Plaintiff, the Court dismisses the Defendants' counterclaim **without prejudice**.

The clerk is directed to **close** this case.

Done and ordered in Miami, Florida, on March 27, 2025.

Robert N. Scola, Jr.
United States District Judge